

OFFICE OF THE PRINCIPAL ADARSHA VIDYALAYA BOROBAZAR, BHUMKIPARA

(UNDER ADMINISTRATIVE CONTROL OF ADARSHA VIDYALAYA SANGATHAN, ASSAM & DEPARTMENT OF SCHOOL EDUCATION, GOVT. OF ASSAM)

CBSE AFFILIATION NO. – 220157, SCHOOL CODE – 37681, UDISE CODE – 18250114511, PAN – AAQAA4011N VILL: BHUMKIPARA, P.O: BALLAMGURI, P.S.-BIJNI, DIST.: CHIRANG, PIN–783393 EMAIL ID: CHIRANGAVB@GMAIL.COM, WEBSITE: WWW.AVBCHIRANG.IN, 9678872724 (M)

Ref No.: AVB/Misc./1/2022/5

Date:17/11/2023

NOTICEINVITINGTENDER (NIT)

Sealed tender affixing non-refundable court fee stamp of Rs. 8.25 (Rupees Eight and Twenty-Five Paisa) only areinvited from registered supplier/vendor/firm for Rate Contract for Procurement of "Sports Equipment under Sports & Physical Education Grant for Adarsha Vidyalaya Borobazar, Bhumkipara for session 2023-24 as per the following terms and condition. The tender/application will be received by the Office of the Deputy Commissioner, Kajalgaon, Chirang through Tender Box from 18/11/2023 to 08/12/2023 during office hours i.e., from 10:00 AM to 4:00 PM and will be opened at 4:00 PM on 08/12/2023 in presence of the vendors/bidders or their authorized agents. The "Sports Equipment under Sports & Physical Education Grant" will be obtained from Office of the Deputy Commissioner, Kajalgaon, Chirang during office hours i.e., from 10:00 AM to 4:00 PM.

Terms&Conditions: -

- 1. Tender documents shouldcontainthecompletespecification, quality and "Sports Equipment under Sports & Physical Education Grant" as per Annexure A. Cost of each item should be mentioned.
- 2. A Tender Acceptance Form (Annexure B) duly signed and stamped by the bidder (i.e., all the terms & conditions of tender document are acceptable).
- 3. The selected Bidder should sign a Rate Contract Agreement with AdarshaVidyalayaBorobazar, Bhumkiparaas per the Specimen (Annexure C).
- 4. Rates quoted should be valid for one year from the date of signing of the Rate Contract Agreement. Bids quoting the Rates valid for periods less than one year will be considered non-responsive.
- 5. The rates once quoted cannot be altered/ withdrawn after submission of the Bid and will hold for the whole Financial Year 2023-24.
- 6. The rates should be genuine and reasonable and at the prevailing market rate.
- 7. The supplier shall maintain the quality of product same throughout the year. All goods should be new, unused and free from any defects and within the warranty period.
- 8. The Purchaser may at any time terminate the Contract by giving written Notice to the Supplier, without compensation to the Supplier. If the Supplier becomes bankrupt or otherwise insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 9. The rateguotedshouldbe inclusive of alladmissible taxes i.e.GST,ITetc.andotherrelevanttaxes.
- 10. Price of rate quoted should include all incidental charges for delivery at the location of the school.
- 11. The supplier shall make his own arrangement of loading, unloading and transporting of the goods up to the point delivery.
- 12. No representation/ appeal for enhancement on the ground of rise in cost of materials, labour cost and rise in the market rate or any other reason whatsoever will be entertained.
- 13. The Suppliers must be GST registered and must have PAN card and Trade license. The photocopy of GST registration, GST clearance certificate, PAN card and Trade license must be enclosed along with the tender documents. Tender without valid documents will be rejected out rightly.
- 14. If the Bid winner after entering the Rate Contract agreement with the undersigned renders similar goods

at a price lower than the rate contract price to anyone in the state of Assam, at any time, during the validity of the rate contract, the rate contract price will be automatically lowered or reduced accordingly to such lesser or reduced price quoted for the subject matter of procurement with effect from the date of such quoting or reducing and the rate contract will be amended accordingly.

- 15. The undersigned reserves the right not to place any order even after execution/acceptance of the formal contract agreement and no claim or compensation whatsoever will be entertained.
- 16. The supply of "Sports Equipment under Sports & Physical Education Grant" has to be completed in such a manner and in suchtime as stipulated in the work order without fail.
- 17. The materials of required quantity should be delivered at the school premises of AdarshaVidyalayaBorobazar, Bhumkipara, Chirang within stipulated time from the issue of the order.
- 18. The supply order of "Sports Equipment under Sports & Physical Education Grant" will be placed as per the requirement and payment will be made subject to availability of fund in the respective head of account after observing due formalities thereof. No claims as regard to payment, advance payment etc. will be entertained. 100% payment will be made after completion of the work and getting satisfactory delivery & certifying by an inspection team.
- 19. The supply order of "Sports Equipment under Sports & Physical Education Grant" may not be placed by the Purchaser. Adarsha Vidyalaya Borobazar, Bhumkiparareserves the right to cancel the Rate Contract Agreement at any time.
- 20. Quantity given in the Price Bid is approximate depending on the usage of the Purchaser. It may likely to vary depending upon the actual usage and selected firms should be able to supply the quantity mentioned in the Tender. AdarshaVidyalayaBorobazar, Bhumkiparareserves the right to vary the quantity mentioned.
- 21. Purchase Orders (POs) will be issued as and when demand arises. The Delivery has to be effected within 15 working days or a period even lesser than that owing to exigencies of the situation on mutually agreed upon date and time between the Purchaser and the Supplier.
- 22. The Inspection Team of the School shall inspect the items on receipt to examine whether the items supplied are in conformity with requirements/specifications in terms of Make, Model, Quality, Size, Color, Shade, Dimensions, etc. before issuance of the same to the officers/staff of the Purchaser. In case the inspection team rejects the consignment for not conforming to the required specifications the supplier has to replace the consignment ensuring conforming to the required specifications within the given time.
- 23. Items shall be supplied in Original Packing from the Manufacturer clearly indicating Manufacturing Date, Place and Price. The supply shall be completed as prescribed in Purchase Order.
- 24. The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.
- 25. The supplier shall not appoint sub vendor/affiliate/enter into sub-contract to perform its obligations under this Contract without obtaining prior written approval of the Undersigned.
- 26. For items rejected, payment will not be made until made good by replacement of materials by other materials in goodcondition.
- 27. Minimum Guarantee/Warrantee of the item should be at least one year from the date of delivery. In the event of any Manufacturing defects of item, the Firm/Bidder has to replace the same free of cost.
- 28. The bill in triplicate may be sent to this office for settlement after delivery of the material has been done satisfactorily.
- 29. All payments shall be made as per norms laid down by the Government of Assam. The payments shall be made to the Supplier under this Contract in Indian Rupees only.
- 30. The Supplier shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

- 31. All disputes, differences and questions arising out of or in any way touching or concerning this Agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the Sole Arbitration of the **Principal cum Member Secretary, AdarshaVidyalayaBorobazar, Bhumkipara**any person nominated by him. The Arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrator shall be entitled to extend the time of Arbitration Proceedings with consent of the Parties. No part of the Agreement shall be suspended on the ground of pending Arbitration Proceedings.
- 32. The undersigned reserves the right to accept/reject any or all the Bids in the whole or in part and annul the Bidding Process without assigning any reason whatsoever. The school reserves the right to Award the Contract to more than one Bidder.
- 33. The bids will be evaluated by the **Tender Evaluation Committee** duly approved by the competent authority as per **Assam Public Procurement Rule 2020** which will decide **the standard quality and the lowest bidder (L-1)** on the basis of total cost provided by each bidder.

Additional Deputy Commissioner Education, Chirang

MemoNo.: AVB/Misc./1/2022/5-A Copyto:

Date:17/11/2023

- The Deputy Commissioner, Chirang cum Chairman AV Borobazar, Bhumkiparafor kind information.
 The Principal cum Member Secretary AV Borobazar, Bhumkiparafor kind information.
- 3. The Circle Officer, Bijni Revenue Circle cum Convenor, AV Borobazar, Bhumkiparafor kind information.
- 4. The MLA OfficeBijni, BijniChirang for kind information.
- 5. The Branch Officer Education, Chirang for kind information.
- 6. The Finance & Account Officer, O/o Superintendent of Police, Chirang for information and necessary action.
- 7. The Inspector of Schools cum DPC & DEEO cum DMC, SSA, Chirang for kind information.
- 8. The District Informatics Officer, NIC, Chirang. He is requested kindly to upload the Notice along with relevant application forms in the District Website.
- 9. The District Information & Public Relations Officer, Chirang for wide publicity. He is requested to arrange to publish the advertisement in at-least 2 (two) daily newspapers.
- 10. The Managing Director, AdarshaVidyalayaSangathan, Assam
- 11. The Administrative Officer, AdarshaVidyalayaSangathan, Assam
- 12. All the members of SMDC.
- 13. Office file

Additional Deputy Commissioner Education, Chirang